

BAILMENT AGREEMENT

This Agreement entered into effective the 3rd day of October, 2009, by and between SUREFIL, LLC, a Michigan limited liability company ("Surefil") located at 4560 Danvers Drive, SE, Kentwood, MI 49512, and VIVA BEVERAGES LLC, a Michigan limited liability company ("VIVA").

RECITALS:

A. By agreement dated August 21, 2008, Surefil and VIVA entered into a Manufacturing and Supply Agreement (the "Supply Agreement"), whereby Surefil agreed to produce and bottle a product developed by VIVA commonly known as 2 oz. Quick Energy & VIVA (the "Product").

B. In order to facilitate Surefil's ability to fulfill VIVA's requirements under the Supply Agreement, VIVA previously provided Surefil with funding to purchase certain production equipment on VIVA's behalf and for Surefil's use in producing the Product (the "Production Line").

C. As of the date of this Agreement, VIVA has provided Surefil with funding in the amount of \$115, 00.00 to purchase that certain equipment more particularly described on Exhibit 1 (the "Prepetition Equipment") attached hereto. Surefil acknowledges that the Prepetition Equipment is owned solely by VIVA.

D. On June 8, 2009, Surefil filed a voluntary petition under Chapter 11 of the Bankruptcy Code and is currently acting as Debtor in Possession and continuing to operate its business.

E. VIVA will use commercially reasonable efforts to purchase certain additional equipment more particularly described on Exhibit 2 (the "Postpetition Equipment") attached hereto, as the same may be amended from time to time, within three (3) weeks of the execution of this Agreement, and will allow Surefil



to use such Postpetition Equipment to complete the Production Line. Surefil acknowledges that any such Postpetition Equipment which VIVA elects to purchase and allow Surefil to use is owned solely by VIVA. The Prepetition Equipment and the Postpetition Equipment are collectively referred to in this Agreement as the "Equipment".

F. VIVA has agreed to bail the Equipment with Surefil pursuant to the terms and conditions stated in this Agreement.

IT IS AGREED AND ACKNOWLEDGED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **ACQUISITION OF EQUIPMENT.** Promptly upon the execution of this Agreement, including the Acknowledgment attached as Exhibit 3, and such approvals as the parties deem warranted, VIVA will cause a sleever (the Nestle Axon Sleever) to be delivered to Surefil and shall purchase and deliver to Surefil additional equipment necessary to complete the Production Line having a value of \$79,242.

2. **RIGHT TO USE.** Surefil shall have the right to use the Equipment for the purpose of fulfilling the requirements under the Supply Agreement. Surefil shall have the right to also use the Equipment for other (non VIVA) production, provided (i) such production does not affect Surefil's production and delivery commitments to VIVA (i.e. VIVA production shall have priority), and (ii) Surefil advises VIVA of the product to be produced on the Production Line and VIVA consents to such production (which consent will not be unreasonably withheld).

3. **TITLE.** All rights, title and interest in and to the Equipment is currently and shall, at all times, remain in VIVA, and as such the Equipment shall at all times bear a stamp or other identifying mark providing that it is the sole property of VIVA. This transaction does not represent a sale of Equipment to Surefil, but rather is a bailment. The Equipment shall not be transferred or delivered to any person other than Surefil without the prior written consent of VIVA and shall be used by Surefil for the sole purpose of fulfilling the requirements under the Supply Agreement.



4. **REPAIR AND MAINTENANCE.** Surefil agrees to use the Equipment in a careful and proper manner, to comply with all applicable laws and regulations and to maintain the Equipment in good repair and condition, at Surefil's sole cost and expense, while the Equipment is in its possession. Surefil hereby assumes all risk of loss and damage to the Equipment from any cause whatsoever and agrees that the Equipment will be returned to VIVA in the same condition as when received, ordinary wear and tear excepted.

5. **LOCATION AND INSPECTION OF EQUIPMENT AND PRODUCT.** Surefil shall segregate the environment for the Production Line. Surefil agrees not to remove the Equipment from Surefil's premises without VIVA's prior written consent. VIVA will have access to the Production Line as provided in the Supply Contract. VIVA will have access to warehouse locations containing VIVA-supplied raw materials and to finished Product. Surefil will store, at its facility, raw materials and finished Product to the extent it has space available. Surefil will not be required to pay for outside storage of raw materials or Product.

6. **INSURANCE.** Surefil shall procure and maintain, at its sole cost and expense, insurance covering damage or loss to the Equipment at all times when the Equipment is in its possession, in an amount reasonably determined to be the replacement value of the Equipment with VIVA named as loss payee. Proof of such insurance shall be provided to VIVA immediately upon request. Surefil shall only use the Equipment to produce the Product for VIVA and for no other purpose without VIVA's prior written consent. Surefil further agrees to make no alterations to the Equipment without VIVA's prior written consent. All additions and improvements to the Equipment of any kind shall immediately become the property of VIVA.

7. **PERFORMANCE BY SUREFIL.** Surefil acknowledges and agrees that the Product shall all at times comply with the Specifications (as defined in the Supply Agreement). Surefil will provide the following communications to VIVA: Goods in receiving; shipping; inventory; tracking; daily production reporting; and quality reporting. Such communications shall be at such time and in such detail and in such submission formats as VIVA may reasonably require.



8. NOTICE OF PRODUCTION RUNS; PACKAGING. VIVA will provide Surefil with at least two weeks advance written notice of the desired commencement date of a production run. Any changes VIVA may request in packaging requirements will be billed at Surefil's cost plus 10%.

Additionally, Viva will be allowed to make one run of 500,000 to 1,000,000 units in October to fill short term needs. Viva will disclose to Surefil the filler used. This will be an amendment to the current exclusive manufacturing contract.

9. LIMITATION ON SETOFF RIGHTS. VIVA shall not be entitled, through setoff, recoupment or otherwise, to back charge or deduct from Surefil invoices for the Product for any reason related to the Equipment (subject to the exceptions below); provided, however, that VIVA shall retain the right to back charge or deduct from such invoices for reasons relating to shortages and non-conforming goods. VIVA and Surefil acknowledge that The Huntington National Bank ("HNB") has a security interest in Surefil's assets and accounts and that HNB is a third party beneficiary of this Agreement with respect to the provisions of this paragraph 9 if, and only if, HNB acknowledges in the form attached hereto as Exhibit 3, or such other form as is reasonably acceptable to VIVA and HNB, that neither the Prepetition Equipment nor the Postpetition Equipment is subject to the security interest granted to HNB by Surefil in the assets and accounts of Surefil.

10. TERMINATION. This Agreement may be terminated for any reason and at anytime by mutual agreement of the parties, immediately upon the expiration or termination of the Supply Agreement, or unilaterally by VIVA on 48 hours prior written notice. Upon termination of this Agreement for any reason or failure of Surefil to comply with the terms of the Supply Agreement, the Equipment shall be made immediately available to VIVA FOB Surefil's premises. It is expressly understood and agreed by and between the parties that the termination of this Agreement shall not in any way affect Surefil's acknowledgment that the Equipment is the sole property of VIVA. A termination of this Agreement for any reason, shall also automatically terminate the Supply Agreement.



11. NOTICES. All notices required pursuant to this Agreement shall be sent by certified mail, return receipt requested or by facsimile with confirmation of transmission as follows:

SUREFIL

Surefil, LLC
Attention: William Hunt
4560 Danvers Drive, S.E.
Grand Rapids, MI 49512
Facsimile: (616) 532-3463

WITH A COPY TO:

Harold E. Nelson
NANTZ, LITOWICH, SMITH, GIRARD & HAMILTON
2025 E. Beltline, S.E., Suite 600
Grand Rapids, MI 49546
Facsimile: (616) 977-0529

VIVA:

VIVA Beverages, LLC
Attention: Manager
27777 Franklin Road
Suite 1640
Southfield, MI 48034

WITH A COPY TO:

Michael S. Khoury
JAFEE RAITT HEUER & WEISS, P.C.
27777 Franklin Road, Suite 2500
Southfield, MI 48034
Facsimile: (248) 351-3082

12. MERGER AND INTEGRATION. This Agreement, together with the Supply Agreement, constitute the entire agreement of the parties with respect to the subject matter hereof and merges herein all other agreements, negotiations and representations. This Agreement may only be amended or modified by a writing executed by both parties. In the event of a conflict between the terms of



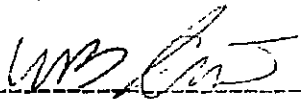
this Agreement and the terms of the Supply Agreement, the terms of this Agreement shall govern.

13. COUNTERPARTS. This Agreement may be executed by counterparts, all of which shall constitute a single Agreement. This Agreement may be executed by facsimile signatures or e-mail signatures, all of which shall be deemed to be original signatures and constitute the valid and enforceable undertaking of the party so signing.

14. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Michigan without regard to its conflict of law principles.

SUREFIL, LLC

W.B. HUNT CORPORATION
ITS MANAGER

By: 
W.B. Hunt, President

VIVA BEVERAGES, LLC


By: 
Its: Manager, Pentan



Exhibit 1

05/12/09	Line 4 Project Budget
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Item	Date	Amount	Item	Source	Paid
A	03/03/09	\$121,605.00	Epak Filler Capper	SF PO#102996	\$60,802.50
				E-Pak Invoice # 22323	
				Glenn Jones	
		Balance due	\$60,802.50	(800) 328-0466	

C	02/10/09	\$2,200.00	NEDCO Bottle Transporter	Bid-On-Equipment	\$2,385.00
		\$220.00	DC Motor Controller installed	Invoice # 3357	
		\$465.00		Lauren Wilton	
		\$2,885.00		847-854-8577	

D	02/12/09	\$15,300.00	New England Unscrambler	Bid-On-Equipment	
		\$1,530.00		Invoice # 3368	
		\$535.00		Lauren Wilton	
		\$17,365.00		847-854-8577	\$17,365.00

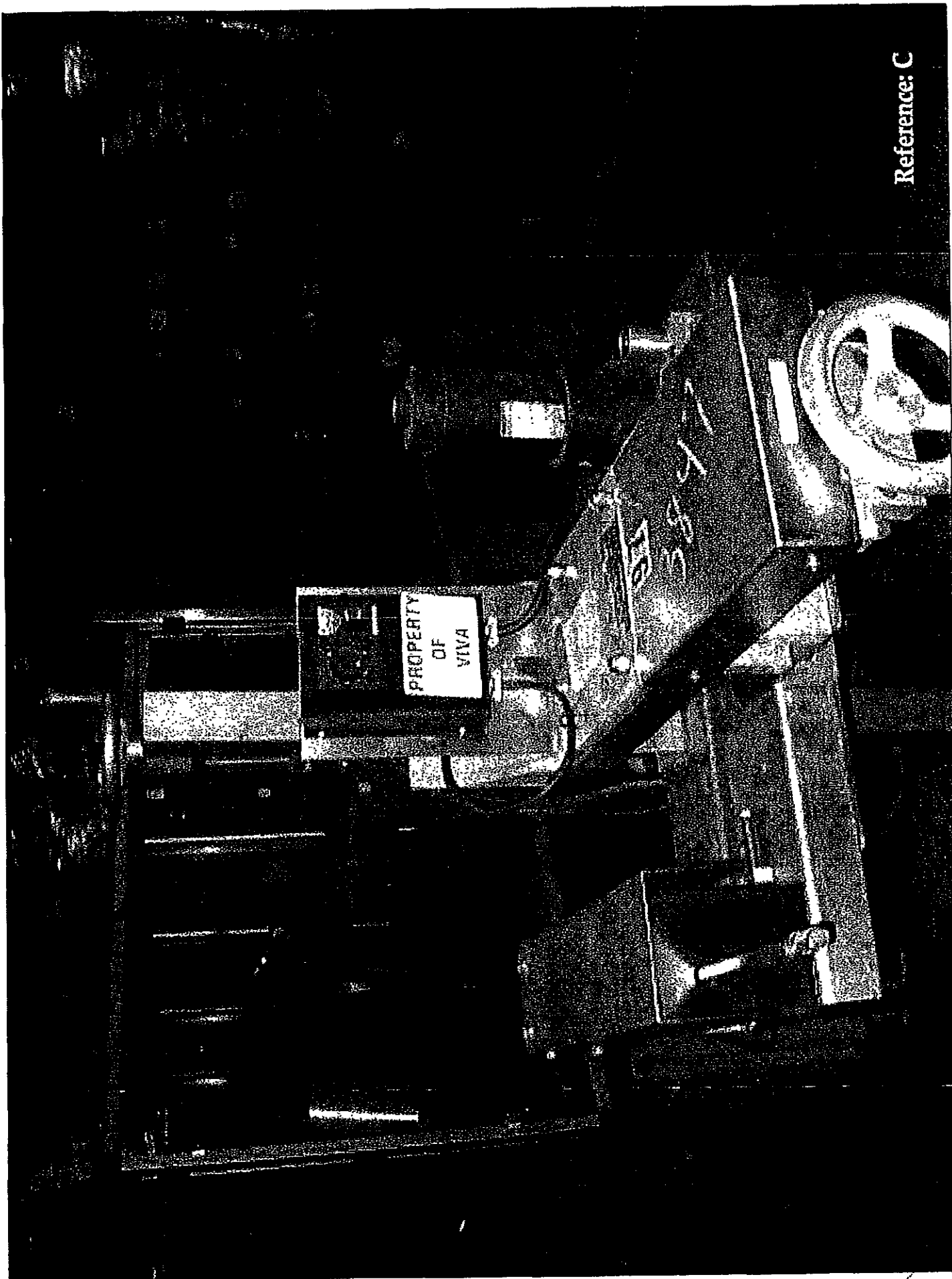
E	02/17/09	\$4,500.00	Accumulation Table	Bid-On-Equipment	
		\$450.00	Arrowhead Bi-flow 42X138	Invoice # 3384	
		\$4,950.00	Lauren Wilton	847-854-8577	\$4,950.00

F	03/12/09	\$2,500.00	Accumulation Table	Bid-On-Equipment	
		\$250.00	Stainless Steel Conveyor	Invoice # 3493	
		\$650.00	10X41/2	Lauren Wilton	\$3,400.00
		\$3,400.00		847-854-8577	

G		\$8,063.14	Case Taper	Lauren Wilton	\$8,063.14
		\$18,060.00	5000 gal tank	847-854-8577	\$18,060.00

TOTAL			TOTAL Paid	\$115,525.64
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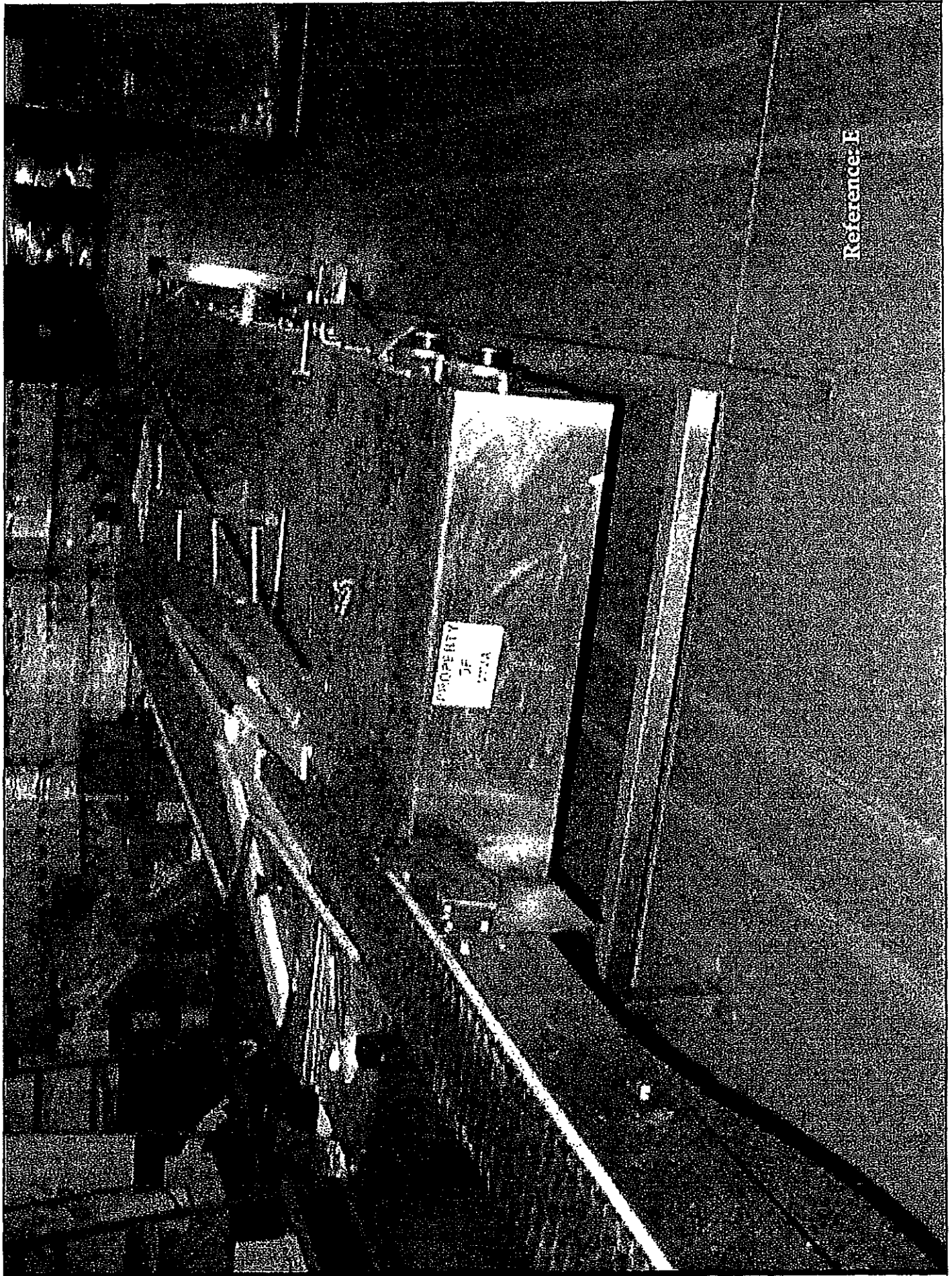
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Reference: D

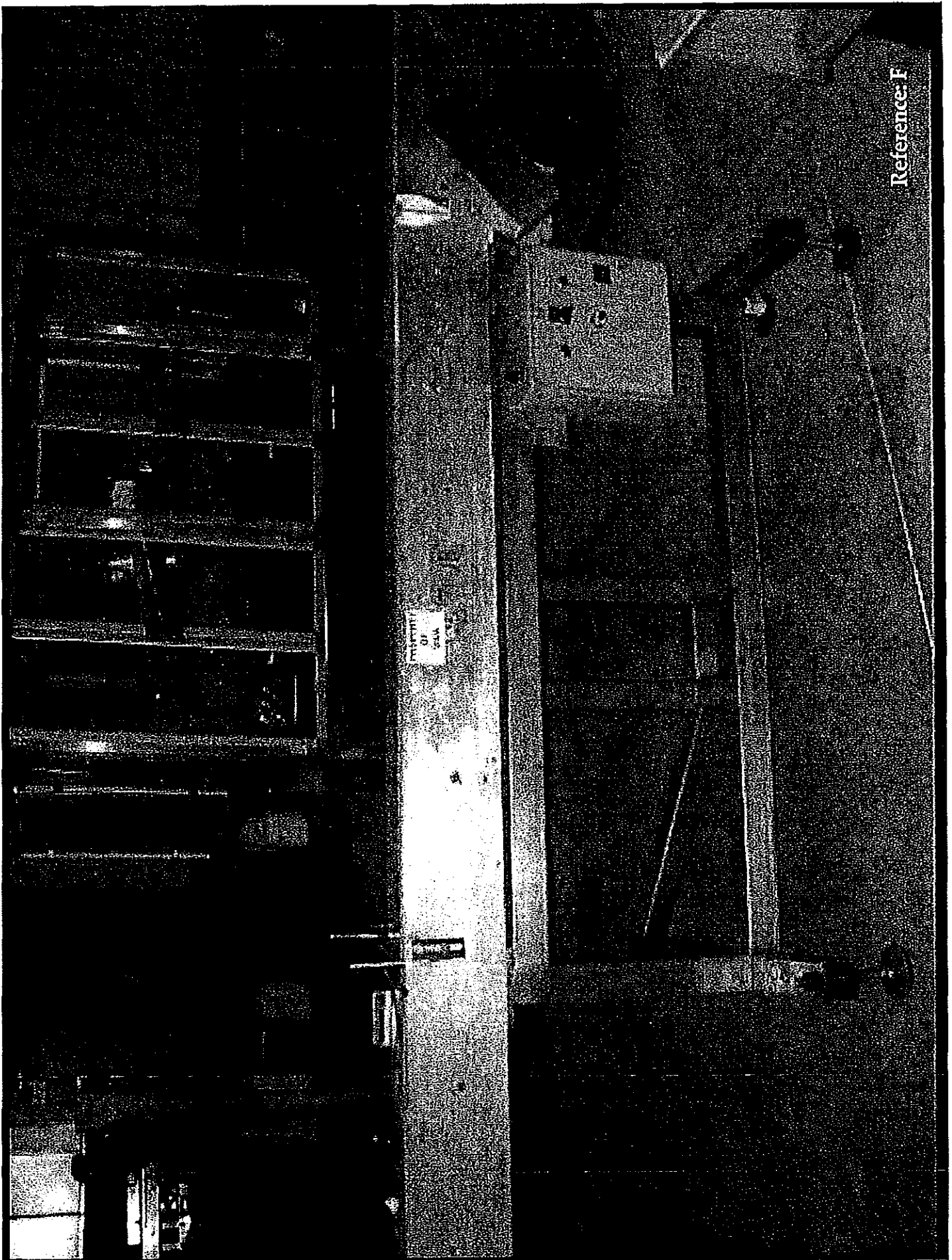


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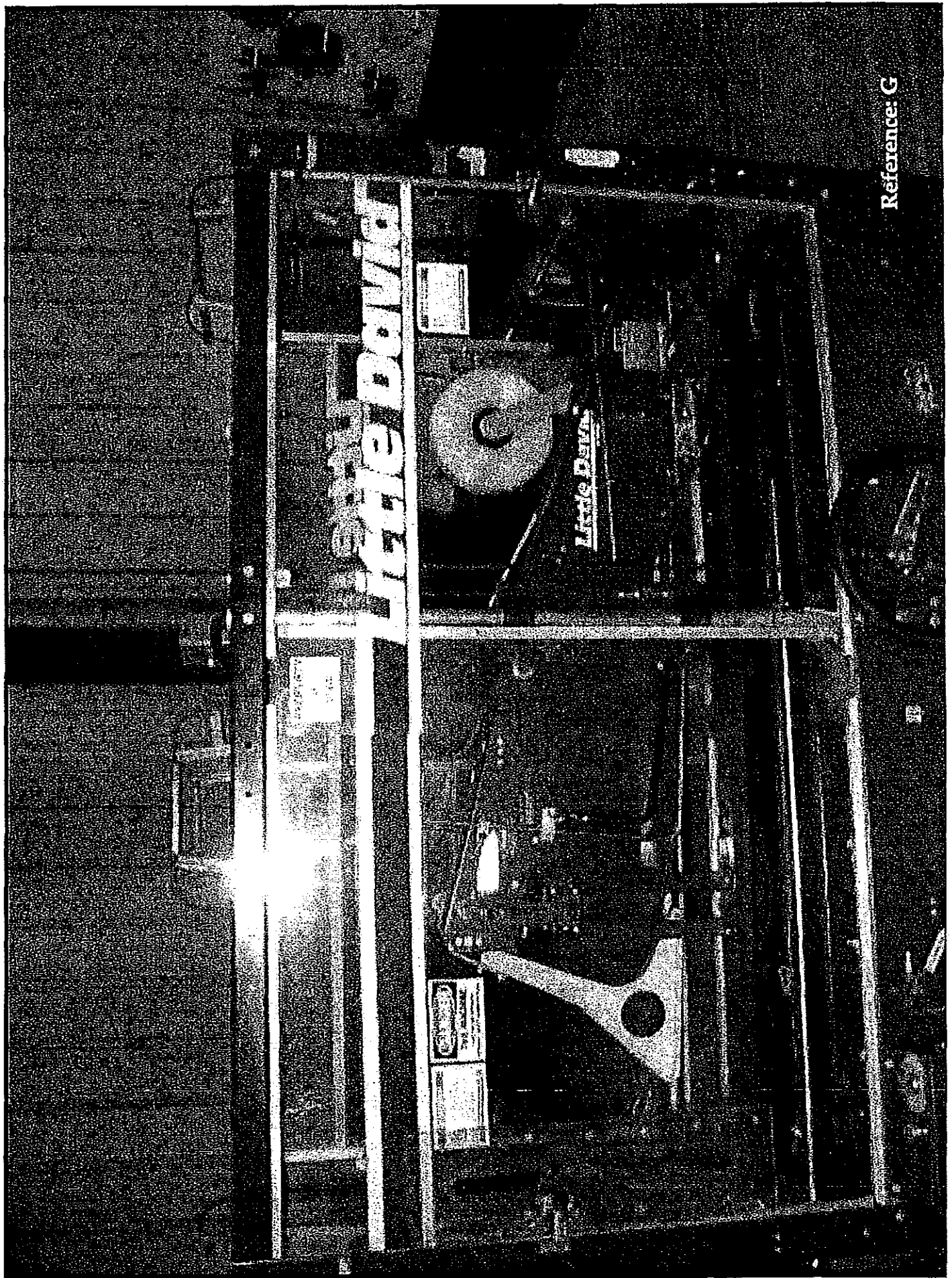
Reference: E

WMS



Reference: F

LM



Reference: G

CM

Reference: G

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Exhibit 2

Work necessary to complete line Four

Item #	Vendor	Item Description	\$	Viva Purchased
1	Carry Over	Not Paid Pre Petition	525	\$ 525
2	Nestle	Axon Dual Head Sleever		
		Dual Head sleeve	\$ 25,000	
		Crating	500	
		Freight	700	
			\$	26,200 Paid
3	Axon	Custom Parts for Axon Sleever		
		2 Print registration	\$ 2,500	Paid
		2 T- perf	2,400	Paid
		2 Print reg tooling plate	1,050	Paid
		Photo eye	189	Paid
		Bumper wheel	1,500	
		Spare parts	1,350	
		Bullets	1,200	
		Anti static	2,140	
			\$	12,309
4	E-Pak	Custom 24 Head Filler for 2 oz Energy Drinks		
		Capper/Filler/Conveyor	\$ 60,803	
		Freight	500	
			\$	61,303
5	Godwin	Air Lines and Regulators		
		Pressurized air for equipment	\$ 6,184	
			\$	6,184
6	Spring Electric	Electrical Wire and Components	\$ 2,440	
		Electrical	\$ 1,800	
		Power Flex 700	\$ 700	
			\$	5,040
		Total	\$	111,561
		Amounts Paid	\$	32,319
		Remaining	\$	79,242